



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 200000000073

NOT TO EXCEED AMOUNT:

Begin Date: 12/09/2019

Procurement Folder: 957901

Expiration Date: 12/08/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 12/15/19

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA T100 - MOSQUITO CONTROL INSECTICIDES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000043416: Rentokil North America, Inc.
DBA: Target Specialty Products
4521 Leavenworth Street

Omaha NE 68106

Contact:

Karie A Keown
4025541942
KarieK@Prestox.Com

COMMODITY / SERVICE INFORMATION

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|-----|------------|----------------|--------------|------------|----------------|------------|
| 1 | 0 | LB | \$1.670000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry
VECTOBAC - BTI GRANUALS
VECTOBAC - BTI GRANUALS

ACTIVE INGREDIENT: VECTOBAC G OR GS

PLEASE LIST WEIGHT OF PACKAGE BY POUND.

____LB

LABEL _____

Approved:



Purchasing Director

| APPROVALS | | | |
|-----------|---------------|--------------|----------|
| Date | Status Before | Status After | Approver |
| | | | |

Final

| | | | |
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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
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 Bid responses not signed/not original signature
 Bid responses not notarized/not original signature of notary and/or notary expiration
 Bidder notarized own signature
 Required information not submitted with bid response
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Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit <https://www.e-verify.gov/>

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS*****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors.

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor’s response being rejected as non-responsive. A vendor’s subscription must be maintained throughout the term on an active contract, to include any renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

Alternate Bid Response

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid’s (RFBs) provided the response meets all bid requirements.

Internet Website Link’s

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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TERMS AND CONDITIONS

Award:

The award shall be made line-by-line to the lowest responsible bidder meeting all specifications.

Freight:

Bid is F.O.B. destination. Any freight charges must be included in the bid prices.

Delivery:

All items ordered must be delivered to the "ship to" address shown on the P. O. within thirty (30) days of vendor's receipt of order.

Purpose:

To establish a statewide contract for the items listed in this RFB. Contract prices must be made available to all State Agencies, City and County Governmental Entities including Schools, and University.

Descriptive Literature:

Brands and labels provide a level of quality and ARE NOT RESTRICTED TO ANY ONE BRAND OR LABEL. REGARDLESS OF BRAND OR LABEL BEING BID, VENDORS BIDDING ON THIS RFB MAY BE REQUIRED TO SUBMIT DESCRIPTIVE/TECHNICAL LITERATURE FOR CONSIDERATION AND EVALUATION PRIOR TO AWARD. If requested, the descriptive/technical literature must be provided within three (3) business days from date of request at no additional cost to the State of Alabama. The requested information may be provided on CD, Thumb Drive, or in paper form. Failure to provide the requested information as outlined above will result in the rejection of your bid on that line item. PLEASE NOTE: VENDORS ARE NOT REQUIRED TO SUBMIT DESCRIPTIVE/TECHNICAL LITERATURE WITH THEIR BID OR THEIR BID COPY. IF THIS INFORMATION IS NEEDED, IT WILL BE REQUESTED AS OUTLINED ABOVE.

BLANK LINES:

PRODUCT LABELS PROVIDE A LEVEL OF QUALITY, AND ARE NOT RESTRICTIVE. A PRODUCT LABEL LINE AND/OR PACKAGING SIZE LINE IS PROVIDED IN THE EXTENDED DESCRIPTION FOR EACH LINE ITEM. TO EVALUATE THE BID IN A TIMELY AND EFFICIENT MANNER, THE LABEL AND/OR PACKAGE SIZE FOR THAT LINE ITEM SHOULD BE LISTED. FAILURE TO LIST THE PRODUCT LABEL AND/OR PACKAGE SIZE WILL DELAY THE EVALUATION AND AWARD PROCESS, AND MAY ALSO RESULT IN THE REJECTION OF YOUR BID ON THAT LINE ITEM. PLEASE NOTE: VENDORS ARE NOT REQUIRED TO SUBMIT LABELS WITH THEIR BID OR BID COPY. IF THIS INFORMATION IS NEEDED, IT WILL BE REQUESTED AS OUTLINED UNDER DESCRIPTIVE LITERATURE.

DOCUMENTS FOR INSECTICIDES:

THE PRODUCT MATERIAL SAFETY DATA SHEETS (MSDS) FOR EACH LINE ITEM MAY BE REQUIRED PRIOR TO AWARD. IF THE PRODUCT'S MSDS ARE REQUESTED, THEY MUST BE PROVIDED WITHIN 3 THREE BUSINESS DAYS FROM DATE OF REQUEST AT NO ADDITIONAL COST TO THE STATE OF ALABAMA. THE MSDS MAY BE PROVIDED ON CD, THUMB DRIVE, OR IN PAPER FORM. FAILURE TO PROVIDE THE REQUESTED INFORMATION, AS OUTLINED ABOVE, WILL RESULT IN THE REJECTION OF YOUR BID ON THAT LINE ITEM. PLEASE NOTE: VENDORS ARE NOT REQUIRED TO SUBMIT MSDS WITH THEIR BID OR THEIR BID COPY. IF THIS INFORMATION IS NEEDED, IT WILL BE REQUESTED AS OUTLINED ABOVE.

Contract Period:

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Electronic Payment:

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Vendors awarded in response to this RFB must accept EFT forms of electronic payment at no additional cost to the State.

Firm Pricing:

All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

Price Increase:

AT THE RENEWAL OF EACH CONTRACT PERIOD, UP TO A 5% PRICE INCREASE MAY BE ALLOWED, IF AGREED UPON BY BOTH THE CONTRACT VENDOR AND THE STATE OF ALABAMA. THE REQUEST FOR A PRICE INCREASE MUST HAVE JUSTIFIABLE PROOF IN WRITING AND MUST BE SUBMITTED TO THE STATE OF ALABAMA AT THE START OF THE CONTRACT RENEWAL PROCESS TO EXTEND THE CONTRACT FOR AN ADDITIONAL 12 MONTH PERIOD. **JUSTIFIABLE PROOF MAY BE COPIES OF MSRPs OR A LETTER FROM THE MANUFACTURER SHOWING A COST OF MATERIALS PRICE INCREASE FOR THE NEW CONTRACT PERIOD OVER THE COST OF MATERIALS PRICE FOR THE CURRENT CONTRACT PERIOD.** ANY PRICE INCREASE ALLOWED WILL BE BASED ON A PERCENTAGE DIFFERENCE OF THE CONTRACT PRICE IN EFFECT AT THE START OF THE CONTRACT RENEWAL PROCESS AND MUST NOT EXCEED 5%. ANY PRICE RESULTING FROM AN AGREED UPON INCREASE, MUST BE FIRM FOR THE 12 MONTH PERIOD OF THE CONTRACT.

NOTES TO ALL VENDORS

PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. FAILURE TO PROVIDE THE REQUIRED EXACT BID COPY WILL RESULT IN THE REJECTION OF YOUR BID.

PLEASE NOTE: ALL BID PRICES MUST BE LISTED PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO LIST THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID ON THAT LINE ITEM. VENDORS MUST NOT CHANGE THE UNIT OF MEASURE OR LIST A BID PRICE PER A DIFFERENT UNIT OF MEASURE. ANY CHANGE OF UNIT OF MEASURE OR BID PRICE LISTED PER A DIFFERENT UNIT OF MEASURE WILL RESULT IN THE REJECTION OF YOUR BID ON THAT LINE ITEM.

ANY VENDOR WISHING TO BID ON THIS RFB OR ANY RFB THROUGH THE DIVISION OF PURCHASING, MUST HAVE PAID A BIENNIAL VENDOR SUBSCRIPTION FEE IN THE AMOUNT OF \$200.00 PRIOR TO SUBMITTING A BID. THE SUBSCRIPTION FEE MUST BE PAID BY EITHER AN ACCEPTED CREDIT OR DEBIT CARD OR BY ELECTRONIC CHECK THROUGH THE VENDOR'S SELF SERVE (VSS) ACCOUNT. FAILURE TO SUBSCRIBE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

.....
PLEASE READ THIS ENTIRE RFB DOCUMENT INCLUDING THE TERMS AND CONDITIONS. PLEASE FOLLOW ALL INSTRUCTIONS. FAILURE TO FOLLOW THE INSTRUCTIONS MAY RESULT IN THE REJECTIONS OF YOUR BID. DO NOT MAKE ANY CHANGES OF ANY KIND TO THIS RFB DOCUMENT. ANY CHANGES TO THIS RFB MAY RESULT IN THE REJECTION OF YOUR BID. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE BUYER ON PAGE ONE OF THIS RFB.



State of Alabama
Department of Finance
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Master Agreement

New

CONTRACT INFORMATION

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NOT TO EXCEED AMOUNT:

Begin Date: 12/09/2019

Procurement Folder: 957901

Expiration Date: 12/08/2020

Procurement Type: Master Agreement

Solicitation Number:

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Award Date:

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Version Number: 1

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CONTRACT DESCRIPTION

MA T100 - MOSQUITO CONTROL INSECTICIDES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046717: Clarke Mosquito Control Prod
110 E. Irving Park Rd. 4TH Floor
Roselle IL 60172

Contact:

Danny Meyers
6015940305
Dmeyers@Clarke.Com

COMMODITY / SERVICE INFORMATION

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|-----|-------------|----------------|--------------|------------|----------------|------------|
| 1 | 0 | LB | \$25.550000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry
 ALTOSID METHOPRENE
 ALTOSID METHOPRENE - PELLETS - 30 DAYS
 PLEASE LIST WEIGHT OF PACKAGE BY POUND
 _____LB

LABEL _____

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|------|--------------|----------------|--------------|------------|----------------|------------|
| 2 | 0 | CASE | \$277.330000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry
 BACULLUS SPHARICUS/BACILLUS
 BACULLUS SPHARICUS/BACILLUSTHURINGUENSIS SUBSTAINED RELEASE BRIQUETS - 45 DAYS FOURSTAR
 _____BRIQUETS PER CASE

LABEL _____

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|------|--------------|----------------|--------------|------------|----------------|------------|
| 3 | 0 | CASE | \$461.330000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry
 BACULLUS SPHARICUS/BACILLUS
 BACULLUS SPHARICUS/BACILLUSTHURINGUENSIS SUBSTAINED RELEASE BRIQUETS - 90 DAYS FOURSTAR
 _____BRIQUETS PER CASE

LABEL _____

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|------|--------------|----------------|--------------|------------|----------------|------------|
| 4 | 0 | CASE | \$720.000000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry
 BACULLUS SPHARICUS/BACILLUS
 BACULLUS SPHARICUS/BACILLUSTHURINGUENSIS SUBSTAINED RELEASE BRIQUETS - 150 DAYS FOURSTAR
 _____BRIQUETS PER CASE

LABEL _____

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|------|--------------|----------------|--------------|------------|----------------|------------|
| 5 | 0 | CASE | \$720.000000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry
 BACULLUS SPHARICUS/BACILLUS
 BACULLUS SPHARICUS/BACILLUSTHURINGUENSIS SUBSTAINED RELEASE BRIQUETS - 180 DAYS FOURSTAR
 _____BRIQUETS PER CASE

LABEL _____

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|-----|--------------|----------------|--------------|------------|----------------|------------|
| 6 | 0 | BAG | \$352.000000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry
 BACILLUS THURIN GUENSIS
 BACILLUS THURIN GUENSIS - FOURSTAR MULTI-BROOD GRANULE, 40LBS BAG

LABEL _____

COMMODITY / SERVICE INFORMATION

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|--|----------|------|--------------|----------------|--------------|------------|----------------|------------|
| 7 | 0 | CASE | \$277.330000 | \$0.00 | | | \$0.00 | \$0.00 |
| 67540 - Insecticides and Fungicides, Dry BACILLUS THURIN GUENSIS BACILLUS THURIN GUENSIS - FOURSTAR 45 DAYS BRIQUETS _____BRIQUETS PER CASE LABEL _____ | | | | | | | | |
| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
| 8 | 0 | CASE | \$720.000000 | \$0.00 | | | \$0.00 | \$0.00 |
| 67540 - Insecticides and Fungicides, Dry BACILLUS THURIN GUENSIS BACILLUS THURIN GUENSIS - FOURSTAR 150 DAYS BRIQUETS _____BRIQUETS PER CASE LABEL _____ | | | | | | | | |
| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
| 9 | 0 | CASE | \$487.680000 | \$0.00 | | | \$0.00 | \$0.00 |
| 67540 - Insecticides and Fungicides, Dry SUSPEND POLYZONE SUSPEND POLYZONE MAVRIK PERIMETER TAU-FLUVALINATE 22.3%, 16 PINTS PER CASE LABEL_____ | | | | | | | | |

Final

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

| APPROVALS | | | |
|-----------|---------------|--------------|----------|
| Date | Status Before | Status After | Approver |
| | | | |

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 Bid responses not notarized/not original signature of notary and/or notary expiration
 Bidder notarized own signature
 Required information not submitted with bid response
 Failure to submit the original bid and a complete exact copy
 Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

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Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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Proration

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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

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TERMS AND CONDITIONS

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DOCUMENTS FOR INSECTICIDES:

THE PRODUCT MATERIAL SAFETY DATA SHEETS (MSDS) FOR EACH LINE ITEM MAY BE REQUIRED PRIOR TO AWARD. IF THE PRODUCT'S MSDS ARE REQUESTED, THEY MUST BE PROVIDED WITHIN 3 THREE BUSINESS DAYS FROM DATE OF REQUEST AT NO ADDITIONAL COST TO THE STATE OF ALABAMA. THE MSDS MAY BE PROVIDED ON CD, THUMB DRIVE, OR IN PAPER FORM. FAILURE TO PROVIDE THE REQUESTED INFORMATION, AS OUTLINED ABOVE, WILL RESULT IN THE REJECTION OF YOUR BID ON THAT LINE ITEM. PLEASE NOTE: VENDORS ARE NOT REQUIRED TO SUBMIT MSDS WITH THEIR BID OR THEIR BID COPY. IF THIS INFORMATION IS NEEDED, IT WILL BE REQUESTED AS OUTLINED ABOVE.

Contract Period:

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Electronic Payment:

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Vendors awarded in response to this RFB must accept EFT forms of electronic payment at no additional cost to the State.

Firm Pricing:

All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

Price Increase:

AT THE RENEWAL OF EACH CONTRACT PERIOD, UP TO A 5% PRICE INCREASE MAY BE ALLOWED, IF AGREED UPON BY BOTH THE CONTRACT VENDOR AND THE STATE OF ALABAMA. THE REQUEST FOR A PRICE INCREASE MUST HAVE JUSTIFIABLE PROOF IN WRITING AND MUST BE SUBMITTED TO THE STATE OF ALABAMA AT THE START OF THE CONTRACT RENEWAL PROCESS TO EXTEND THE CONTRACT FOR AN ADDITIONAL 12 MONTH PERIOD. **JUSTIFIABLE PROOF MAY BE COPIES OF MSRPs OR A LETTER FROM THE MANUFACTURER SHOWING A COST OF MATERIALS PRICE INCREASE FOR THE NEW CONTRACT PERIOD OVER THE COST OF MATERIALS PRICE FOR THE CURRENT CONTRACT PERIOD.** ANY PRICE INCREASE ALLOWED WILL BE BASED ON A PERCENTAGE DIFFERENCE OF THE CONTRACT PRICE IN EFFECT AT THE START OF THE CONTRACT RENEWAL PROCESS AND MUST NOT EXCEED 5%. ANY PRICE RESULTING FROM AN AGREED UPON INCREASE, MUST BE FIRM FOR THE 12 MONTH PERIOD OF THE CONTRACT.

NOTES TO ALL VENDORS

PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. FAILURE TO PROVIDE THE REQUIRED EXACT BID COPY WILL RESULT IN THE REJECTION OF YOUR BID.

PLEASE NOTE: ALL BID PRICES MUST BE LISTED PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO LIST THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID ON THAT LINE ITEM. VENDORS MUST NOT CHANGE THE UNIT OF MEASURE OR LIST A BID PRICE PER A DIFFERENT UNIT OF MEASURE. ANY CHANGE OF UNIT OF MEASURE OR BID PRICE LISTED PER A DIFFERENT UNIT OF MEASURE WILL RESULT IN THE REJECTION OF YOUR BID ON THAT LINE ITEM.

ANY VENDOR WISHING TO BID ON THIS RFB OR ANY RFB THROUGH THE DIVISION OF PURCHASING, MUST HAVE PAID A BIENNIAL VENDOR SUBSCRIPTION FEE IN THE AMOUNT OF \$200.00 PRIOR TO SUBMITTING A BID. THE SUBSCRIPTION FEE MUST BE PAID BY EITHER AN ACCEPTED CREDIT OR DEBIT CARD OR BY ELECTRONIC CHECK THROUGH THE VENDOR'S SELF SERVE (VSS) ACCOUNT. FAILURE TO SUBSCRIBE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

.....
PLEASE READ THIS ENTIRE RFB DOCUMENT INCLUDING THE TERMS AND CONDITIONS. PLEASE FOLLOW ALL INSTRUCTIONS. FAILURE TO FOLLOW THE INSTRUCTIONS MAY RESULT IN THE REJECTIONS OF YOUR BID. DO NOT MAKE ANY CHANGES OF ANY KIND TO THIS RFB DOCUMENT. ANY CHANGES TO THIS RFB MAY RESULT IN THE REJECTION OF YOUR BID. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE BUYER ON PAGE ONE OF THIS RFB.



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 200000000075

NOT TO EXCEED AMOUNT:

Begin Date: 12/09/2019

Procurement Folder: 957901

Expiration Date: 12/08/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 12/15/19

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA T100 - MOSQUITO CONTROL INSECTICIDES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000051931: Adapco LLC
550 Aero Lane
Sanford FL 32771

Contact:

Kathy Russell
8003670659
Bids@Myadapco.Com

COMMODITY / SERVICE INFORMATION

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|--|----------|------|----------------|----------------|--------------|------------|----------------|------------|
| 1 | 0 | LB | \$8.750000 | \$0.00 | | | \$0.00 | \$0.00 |
| 67540 - Insecticides and Fungicides, Dry BACILLUS THURIN GUENSIS BACILLUS THURIN GUENSIS - FOURSTAR CONTROLLED RELEASE GRANULE POUND _____ PER BAG LABEL _____ | | | | | | | | |
| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
| 2 | 0 | CASE | \$1,017.650000 | \$0.00 | | | \$0.00 | \$0.00 |
| 67540 - Insecticides and Fungicides, Dry DELTAGARD ULV DELTAGARD ULV, 2 - 2.5 GALLON CASE LABEL _____ | | | | | | | | |
| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
| 3 | 0 | CASE | \$177.500000 | \$0.00 | | | \$0.00 | \$0.00 |
| 67540 - Insecticides and Fungicides, Dry PERMETHRIN 4 + 8 ADULTICIDE PERMETHRIN 4 + 8 ADULTICIDE LIQUID RTU, 5 GALLON PER CASE LABEL: _____ | | | | | | | | |

Final

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

| APPROVALS | | | |
|-----------|---------------|--------------|----------|
| Date | Status Before | Status After | Approver |
| | | | |

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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
 Bid responses with multiple bid numbers in same envelope not properly identified
 Bid responses received late
 Bid responses not signed/not original signature
 Bid responses not notarized/not original signature of notary and/or notary expiration
 Bidder notarized own signature
 Required information not submitted with bid response
 Failure to submit the original bid and a complete exact copy
 Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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Contract Period:

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Electronic Payment:

| | | | |
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Vendors awarded in response to this RFB must accept EFT forms of electronic payment at no additional cost to the State.

Firm Pricing:

All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

Price Increase:

AT THE RENEWAL OF EACH CONTRACT PERIOD, UP TO A 5% PRICE INCREASE MAY BE ALLOWED, IF AGREED UPON BY BOTH THE CONTRACT VENDOR AND THE STATE OF ALABAMA. THE REQUEST FOR A PRICE INCREASE MUST HAVE JUSTIFIABLE PROOF IN WRITING AND MUST BE SUBMITTED TO THE STATE OF ALABAMA AT THE START OF THE CONTRACT RENEWAL PROCESS TO EXTEND THE CONTRACT FOR AN ADDITIONAL 12 MONTH PERIOD. **JUSTIFIABLE PROOF MAY BE COPIES OF MSRPs OR A LETTER FROM THE MANUFACTURER SHOWING A COST OF MATERIALS PRICE INCREASE FOR THE NEW CONTRACT PERIOD OVER THE COST OF MATERIALS PRICE FOR THE CURRENT CONTRACT PERIOD.** ANY PRICE INCREASE ALLOWED WILL BE BASED ON A PERCENTAGE DIFFERENCE OF THE CONTRACT PRICE IN EFFECT AT THE START OF THE CONTRACT RENEWAL PROCESS AND MUST NOT EXCEED 5%. ANY PRICE RESULTING FROM AN AGREED UPON INCREASE, MUST BE FIRM FOR THE 12 MONTH PERIOD OF THE CONTRACT.

NOTES TO ALL VENDORS

PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. FAILURE TO PROVIDE THE REQUIRED EXACT BID COPY WILL RESULT IN THE REJECTION OF YOUR BID.

PLEASE NOTE: ALL BID PRICES MUST BE LISTED PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO LIST THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID ON THAT LINE ITEM. VENDORS MUST NOT CHANGE THE UNIT OF MEASURE OR LIST A BID PRICE PER A DIFFERENT UNIT OF MEASURE. ANY CHANGE OF UNIT OF MEASURE OR BID PRICE LISTED PER A DIFFERENT UNIT OF MEASURE WILL RESULT IN THE REJECTION OF YOUR BID ON THAT LINE ITEM.

ANY VENDOR WISHING TO BID ON THIS RFB OR ANY RFB THROUGH THE DIVISION OF PURCHASING, MUST HAVE PAID A BIENNIAL VENDOR SUBSCRIPTION FEE IN THE AMOUNT OF \$200.00 PRIOR TO SUBMITTING A BID. THE SUBSCRIPTION FEE MUST BE PAID BY EITHER AN ACCEPTED CREDIT OR DEBIT CARD OR BY ELECTRONIC CHECK THROUGH THE VENDOR'S SELF SERVE (VSS) ACCOUNT. FAILURE TO SUBSCRIBE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

.....
PLEASE READ THIS ENTIRE RFB DOCUMENT INCLUDING THE TERMS AND CONDITIONS. PLEASE FOLLOW ALL INSTRUCTIONS. FAILURE TO FOLLOW THE INSTRUCTIONS MAY RESULT IN THE REJECTIONS OF YOUR BID. DO NOT MAKE ANY CHANGES OF ANY KIND TO THIS RFB DOCUMENT. ANY CHANGES TO THIS RFB MAY RESULT IN THE REJECTION OF YOUR BID. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE BUYER ON PAGE ONE OF THIS RFB.



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 200000000076

NOT TO EXCEED AMOUNT:

Begin Date: 12/09/2019

Procurement Folder: 957901

Expiration Date: 12/08/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 12/15/19

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA T100 - MOSQUITO CONTROL INSECTICIDES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000059286: Univar Usa
2145 Skyland Court
Norcross GA 300911677

Contact:

Brian Crumpton
2059150309
Brian.Crumpton@Univarusa.Com

COMMODITY / SERVICE INFORMATION

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|------|-------------|----------------|--------------|------------|----------------|------------|
| 1 | 0 | CASE | \$86.000000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry

BACILLUS THURINGUENSIS (BTI)

BACILLUS THURIN GUENSIS BTI

ACTIVE INGREDIENT; 10.31 BTI STRAIN BMP 144; 100 BRIQUET PER CASE

LABEL _____

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|-----|----------------|----------------|--------------|------------|----------------|------------|
| 2 | 0 | GAL | \$1,057.800000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry

ALTOSID SR-5 METHOPRENE - LIQUID CONCENTRATE

ALTOSID SR-5 METHOPRENE - LIQUID CONCENTRATE

PLEASE LIST WEIGHT OF CONTAINER BY GALLON

___ GAL

LABEL _____

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|------|--------------|----------------|--------------|------------|----------------|------------|
| 3 | 0 | CASE | \$476.000000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry

ALTOSID METHOPRENE

ALTOSID METHOPRENE -

30 - DAY BRIQUETS RTU

BRIQUETS ___ PER CASE

LABEL _____

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|------|--------------|----------------|--------------|------------|----------------|------------|
| 4 | 0 | CASE | \$752.400000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry

ALTOSID XR METHOPRENE

ALTOSID XR METHOPRENE -

150 DAY BRIQUETS

BRIQUETS ___ PER CASE

LABEL _____

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|-----|--------------|----------------|--------------|------------|----------------|------------|
| 5 | 0 | BAG | \$128.400000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry

ALTOSID SBG METHOPRENE

ALTOSID SBG METHOPRENE - GRANULES 5-7 DAYS,

40LBS BAG

LABEL _____

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|-----|--------------|----------------|--------------|------------|----------------|------------|
| 6 | 0 | BAG | \$350.000000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry

COMMODITY / SERVICE INFORMATION

ALTOSID XR0G METHOPRENE

ALTOSID XR-G METHOPRENE - GRANULES 21 DAYS

40LBS BAG

LABEL _____

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|------|--------------|----------------|--------------|------------|----------------|------------|
| 7 | 0 | CASE | \$162.000000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry

ALTOSID PRO-G IR

ALTOSID PRO - G IGR

24 - 10OZ SHAKER BOTTLES PER CASE

_____LB

LABEL _____

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|------|----------------|----------------|--------------|------------|----------------|------------|
| 8 | 0 | DRUM | \$3,299.450000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry

MALATHION ADULICIDE

MALATHION ADULTICIDE - 96.5% ACTIVE INGREDIENTS FYFANON, ATRAPA

55 GALLON DRUM

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|------|-------------|----------------|--------------|------------|----------------|------------|
| 9 | 0 | PAIL | \$42.000000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry

ULV FLUSHING SOLUTION

ULV FLUSHING SOLUTION

RTU LIQUID FOR FLUSHING OUT ULV

PUMPING SYSTEMS, PER 5 GALLON PAIL

LABEL: _____

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|------|--------------|----------------|--------------|------------|----------------|------------|
| 10 | 0 | PAIL | \$431.800000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry

ZENIVEX E4

ZENIVEX E4 READY TO USE (RTU), 5 GALLON PAIL

LABEL _____

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|------|----------------|----------------|--------------|------------|----------------|------------|
| 11 | 0 | PAIL | \$1,562.700000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry

ZENIVEX E20

ZENIVEX E20, 5 GALLON PAIL

LABEL _____

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|------|--------------|----------------|--------------|------------|----------------|------------|
| 12 | 0 | PAIL | \$330.000000 | \$0.00 | | | \$0.00 | \$0.00 |

COMMODITY / SERVICE INFORMATION

67540 - Insecticides and Fungicides, Dry
 PERM-X UL 30-30
 PERM-X UL 30-30 PERMETHRIN/PIPERONYL BUTOXIDE, 5 GALLON PAIL

LABEL_____

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|------|-------------|----------------|--------------|------------|----------------|------------|
| 13 | 0 | CASE | \$94.000000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry
 PERM-X UL 4-4
 PERM-X UL 4-4 PERMETHRIN/PIPERONYL BUTOXIDE,

5 GALLON PER CASE

LABEL_____

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|------|--------------|----------------|--------------|------------|----------------|------------|
| 14 | 0 | CASE | \$520.000000 | \$0.00 | | | \$0.00 | \$0.00 |

67540 - Insecticides and Fungicides, Dry
 PERMETHRIN 20%, WATERBASED ADULTICIDE
 PERMETHRIN 20%, WATERBASED ADULTICIDE
 THERMAL OR ULV. MUST HAVE TECHNOLOGY
 TO STABILIZE WATER MOLECULES TO CONTROL
 EVAPORATION. VENDOR TO LEASE
 DISPENSING/AGITATING UNIT AT NO CHARGE
 TO END USER,

5 GALLON PER CASE

LABEL:_____

Final

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

| APPROVALS | | | |
|-----------|---------------|--------------|----------|
| Date | Status Before | Status After | Approver |
| | | | |

| | | | |
|--------------|-------------------------|---|----------------|
| 200000000076 | Document Phase Final | Document Description MA T100 - MOSQUITO CONTROL INSECTICIDES | Page 5 of 9 |
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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
 Bid responses with multiple bid numbers in same envelope not properly identified
 Bid responses received late
 Bid responses not signed/not original signature
 Bid responses not notarized/not original signature of notary and/or notary expiration
 Bidder notarized own signature
 Required information not submitted with bid response
 Failure to submit the original bid and a complete exact copy
 Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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|--------------|-------------------------|---|----------------|
| 200000000076 | Document Phase Final | Document Description MA T100 - MOSQUITO CONTROL INSECTICIDES | Page 6 of 9 |
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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit <https://www.e-verify.gov/>

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS*****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors.

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor’s response being rejected as non-responsive. A vendor’s subscription must be maintained throughout the term on an active contract, to include any renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

| | | | |
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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

Alternate Bid Response

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid’s (RFBs) provided the response meets all bid requirements.

Internet Website Link’s

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufactures the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

| | | | |
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| 200000000076 | Document Phase Final | Document Description MA T100 - MOSQUITO CONTROL INSECTICIDES | Page 8 of 9 |
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TERMS AND CONDITIONS

Award:

The award shall be made line-by-line to the lowest responsible bidder meeting all specifications.

Freight:

Bid is F.O.B. destination. Any freight charges must be included in the bid prices.

Delivery:

All items ordered must be delivered to the "ship to" address shown on the P. O. within thirty (30) days of vendor's receipt of order.

Purpose:

To establish a statewide contract for the items listed in this RFB. Contract prices must be made available to all State Agencies, City and County Governmental Entities including Schools, and University.

Descriptive Literature:

Brands and labels provide a level of quality and ARE NOT RESTRICTED TO ANY ONE BRAND OR LABEL. REGARDLESS OF BRAND OR LABEL BEING BID, VENDORS BIDDING ON THIS RFB MAY BE REQUIRED TO SUBMIT DESCRIPTIVE/TECHNICAL LITERATURE FOR CONSIDERATION AND EVALUATION PRIOR TO AWARD. If requested, the descriptive/technical literature must be provided within three (3) business days from date of request at no additional cost to the State of Alabama. The requested information may be provided on CD, Thumb Drive, or in paper form. Failure to provide the requested information as outlined above will result in the rejection of your bid on that line item. PLEASE NOTE: VENDORS ARE NOT REQUIRED TO SUBMIT DESCRIPTIVE/TECHNICAL LITERATURE WITH THEIR BID OR THEIR BID COPY. IF THIS INFORMATION IS NEEDED, IT WILL BE REQUESTED AS OUTLINED ABOVE.

BLANK LINES:

PRODUCT LABELS PROVIDE A LEVEL OF QUALITY, AND ARE NOT RESTRICTIVE. A PRODUCT LABEL LINE AND/OR PACKAGING SIZE LINE IS PROVIDED IN THE EXTENDED DESCRIPTION FOR EACH LINE ITEM. TO EVALUATE THE BID IN A TIMELY AND EFFICIENT MANNER, THE LABEL AND/OR PACKAGE SIZE FOR THAT LINE ITEM SHOULD BE LISTED. FAILURE TO LIST THE PRODUCT LABEL AND/OR PACKAGE SIZE WILL DELAY THE EVALUATION AND AWARD PROCESS, AND MAY ALSO RESULT IN THE REJECTION OF YOUR BID ON THAT LINE ITEM. PLEASE NOTE: VENDORS ARE NOT REQUIRED TO SUBMIT LABELS WITH THEIR BID OR BID COPY. IF THIS INFORMATION IS NEEDED, IT WILL BE REQUESTED AS OUTLINED UNDER DESCRIPTIVE LITERATURE.

DOCUMENTS FOR INSECTICIDES:

THE PRODUCT MATERIAL SAFETY DATA SHEETS (MSDS) FOR EACH LINE ITEM MAY BE REQUIRED PRIOR TO AWARD. IF THE PRODUCT'S MSDS ARE REQUESTED, THEY MUST BE PROVIDED WITHIN 3 THREE BUSINESS DAYS FROM DATE OF REQUEST AT NO ADDITIONAL COST TO THE STATE OF ALABAMA. THE MSDS MAY BE PROVIDED ON CD, THUMB DRIVE, OR IN PAPER FORM. FAILURE TO PROVIDE THE REQUESTED INFORMATION, AS OUTLINED ABOVE, WILL RESULT IN THE REJECTION OF YOUR BID ON THAT LINE ITEM. PLEASE NOTE: VENDORS ARE NOT REQUIRED TO SUBMIT MSDS WITH THEIR BID OR THEIR BID COPY. IF THIS INFORMATION IS NEEDED, IT WILL BE REQUESTED AS OUTLINED ABOVE.

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Electronic Payment:

| | | | |
|---------------|-------------------------|---|----------------|
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Vendors awarded in response to this RFB must accept EFT forms of electronic payment at no additional cost to the State.

Firm Pricing:

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Price Increase:

AT THE RENEWAL OF EACH CONTRACT PERIOD, UP TO A 5% PRICE INCREASE MAY BE ALLOWED, IF AGREED UPON BY BOTH THE CONTRACT VENDOR AND THE STATE OF ALABAMA. THE REQUEST FOR A PRICE INCREASE MUST HAVE JUSTIFIABLE PROOF IN WRITING AND MUST BE SUBMITTED TO THE STATE OF ALABAMA AT THE START OF THE CONTRACT RENEWAL PROCESS TO EXTEND THE CONTRACT FOR AN ADDITIONAL 12 MONTH PERIOD. **JUSTIFIABLE PROOF MAY BE COPIES OF MSRPs OR A LETTER FROM THE MANUFACTURER SHOWING A COST OF MATERIALS PRICE INCREASE FOR THE NEW CONTRACT PERIOD OVER THE COST OF MATERIALS PRICE FOR THE CURRENT CONTRACT PERIOD.** ANY PRICE INCREASE ALLOWED WILL BE BASED ON A PERCENTAGE DIFFERENCE OF THE CONTRACT PRICE IN EFFECT AT THE START OF THE CONTRACT RENEWAL PROCESS AND MUST NOT EXCEED 5%. ANY PRICE RESULTING FROM AN AGREED UPON INCREASE, MUST BE FIRM FOR THE 12 MONTH PERIOD OF THE CONTRACT.

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PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. FAILURE TO PROVIDE THE REQUIRED EXACT BID COPY WILL RESULT IN THE REJECTION OF YOUR BID.

PLEASE NOTE: ALL BID PRICES MUST BE LISTED PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO LIST THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID ON THAT LINE ITEM. VENDORS MUST NOT CHANGE THE UNIT OF MEASURE OR LIST A BID PRICE PER A DIFFERENT UNIT OF MEASURE. ANY CHANGE OF UNIT OF MEASURE OR BID PRICE LISTED PER A DIFFERENT UNIT OF MEASURE WILL RESULT IN THE REJECTION OF YOUR BID ON THAT LINE ITEM.

ANY VENDOR WISHING TO BID ON THIS RFB OR ANY RFB THROUGH THE DIVISION OF PURCHASING, MUST HAVE PAID A BIENNIAL VENDOR SUBSCRIPTION FEE IN THE AMOUNT OF \$200.00 PRIOR TO SUBMITTING A BID. THE SUBSCRIPTION FEE MUST BE PAID BY EITHER AN ACCEPTED CREDIT OR DEBIT CARD OR BY ELECTRONIC CHECK THROUGH THE VENDOR'S SELF SERVE (VSS) ACCOUNT. FAILURE TO SUBSCRIBE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

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PLEASE READ THIS ENTIRE RFB DOCUMENT INCLUDING THE TERMS AND CONDITIONS. PLEASE FOLLOW ALL INSTRUCTIONS. FAILURE TO FOLLOW THE INSTRUCTIONS MAY RESULT IN THE REJECTIONS OF YOUR BID. DO NOT MAKE ANY CHANGES OF ANY KIND TO THIS RFB DOCUMENT. ANY CHANGES TO THIS RFB MAY RESULT IN THE REJECTION OF YOUR BID. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE BUYER ON PAGE ONE OF THIS RFB.
